



**STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS  
FOR  
STATEWIDE MULTIFUNCTION DEVICES, SCANNERS &  
SERVICES  
Release 2**

**RFP # 32110-18110**

**RFP CONTENTS**

**SECTIONS:**

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. RESPONSE REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. EVALUATION & CONTRACT AWARD**

**ATTACHMENTS:**

- 6.1. Response Statement of Certifications & Assurances**
- 6.2. Technical Response & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Score Summary Matrix**
- 6.6. *Pro Forma* Contract**
  - Attachment A- Prohibition of Illegal Immigrants Attestation**
  - Attachment B- Sample Letter of Diversity**
  - Attachment C- Payment Methodology**
  - Attachment D – Workflow Descriptions**
- 6.7. STS White Pages Requirements**
- 6.8. NIST Special Publications 800-80 Standards**
- 6.9. Information on Current MFD Fleet – State and Local**

**6.10. Workflow Description**

**6.11. HIPAA Business Associate Agreement**

## 1. INTRODUCTION

---

The State of Tennessee, Department of General Services, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as Contractors, subcontractors or suppliers.

### 1.1. Statement of Procurement Purpose

The purpose of this RFP is to select one or more Contractor(s) that can meet the State’s needs for MFDs, Scanners, and software workflow solutions. It is the intent of the State to contract with one or more Contractor(s) that provide(s) the State with equipment and services as specified within this RFP at the best overall value. The State wishes to contract with one or more Contractor(s) to effectively reduce the total cost of ownership, while satisfying the Authorized Users’ needs for printing and scanning. This RFP encompasses the equipment and services that are needed for MFDs, Scanners, and software workflow solutions, as defined in RFP Attachment 6.6, Pro Forma Contract.

The State expects the awarded Contractor(s) to provide the State the ability to have an analysis performed for each agency to help create opportunities to improve efficiencies through:

1. Optimizing machine placement
2. Consolidating Output Devices
3. Reducing print output
4. Lowering total cost of ownership, and
5. Implementing software workflow solutions to increase workplace efficiency.

Through this Contract, the State expects to gain a clearer understanding of the exact spend, total cost of ownership, and usage of all Output Devices as well as work with the awarded Contractor(s) to design and implement a statewide print management strategy.

This RFP is separated into two categories for machines: Category I – MFDs and Category II – Scanners. (Refer to RFP Attachment 6.6, *Pro Forma* Section A.2.). Respondents may submit a response for one or both of these categories. The State reserves the right to award Category I and Category II under separate contracts if it is in the State’s best interest.

Within each category, the Respondent(s) must also provide a software solution for a workflow described in RFP Attachment 6.10. The State is interested in utilizing software workflow solutions to provide greater efficiencies to Authorized Users.

TN SmartShop is a secure and credentials-based website for all statewide contract products and services. Authorized Users have the ability to log onto TN SmartShop to see what products and services are available to them through statewide contracts. **In order for your awarded products and services to be included in TN SmartShop, the State requires an affirmation response in Attachment 6.2., Section A, A.22.**

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and non-State Authorized Users.

The State’s expectation is that the contract(s) resulting from this RFP will have an initial three (3) year contract term with the option to exercise two (2) additional one-year terms.

### 1.1.1. Definitions and Abbreviations

|                                |  |
|--------------------------------|--|
| Active Directory               | A directory service developed by Microsoft for Windows domain networks.  |
| Authorized User                | Entity authorized to purchase off the SWC including: <ul style="list-style-type: none"> <li>a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);</li> <li>b. Tennessee local governmental agencies;</li> <li>c. members of the University of Tennessee or Tennessee Board of Regents systems;</li> <li>d. any private nonprofit institution of higher education chartered in Tennessee; and,</li> <li>e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).</li> </ul> |
| Click                          | An individual print or copy from a MFD.  |
| CPO                            | Central Procurement Office.  |
| Fleet                          | All MFDs and Scanners rented or purchased under this Contract.   |
| HDD                            | Hard Disk Drive.   |
| Implementation                 | The transition process where the selected Contractor will provide instruction, service, support and maintenance to ensure proper utilization and functioning of the new Contractor system.   |
| Initial Assessment             | The Contractor's first review of an Authorized Users Fleet, Fleet placement, and machine utilization used to make recommendations that maximize the value of the Contract.   |
| ISIS                           | Image and Scanner Interface Specification.   |
| LDAPS                          | Lightweight Directory Access Protocol over Secure Sockets Layer ("SSL").   |
| MBE/WBE/SDVBE/SBE/GoDBE        | Minority-owned, women-owned, service-disabled veteran owned, small-owned, and disabled-owned businesses.   |
| Multifunction Devices ("MFDs") | An office machine which incorporates the functionality of multiple devices in one, so as to have a smaller footprint or to provide centralized document management/distribution/production in a large office setting.  |
| Output/Input Devices           | Range of items used by employees to facilitate business in the office setting including; MFDs, printers, fax machines, and Scanners.   |
| Overutilization                | The instance when a MFD is surpassing the manufacturer's suggested number of Clicks.   |
| PCard                          | Purchasing card used by State employees to pay for items ordered.  |

|                        |   |
|------------------------|---|
| Right Sizing           | The process of reducing the number of Output Devices where applicable, while matching the capabilities of the Fleet to the needs of each purchasing agency.   |
| Scanners               | Stand-alone, single function primarily high-speed scanners.   |
| Scope of Services      | The State's expectations of the equipment or services to be rendered by the Contractors as stated in the Contract.  |
| Single Pane of Glass   | A management display console that integrates all parts of a computer infrastructure; an intuitive graphical user interface (GUI) that makes accessing current data easy and fast; a display that can be customized and categorized to meet the end user's specific needs. |
| SCSI                   | Small Computer System Interface.  |
| State                  | The State of Tennessee, including all State Agencies.   |
| State Contract Manager | The State's point of contact for all things related to this Contract.   |
| State Agency           | Departments and divisions within the State organization that facilitate a variety of roles necessary for State operations.  |
| STS                    | Strategic Technology Solutions.   |
| SWC                    | Statewide Contract.   |
| TWAIN                  | An applications and programming interface and communications protocol that regulates communication between software and digital imaging devices.  |
| Underutilization       | The instance when an MFD is not reaching the manufacturer's suggested number of Clicks.   |
| UOM                    | Unit of Measure.  |

## 1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *Pro Forma* contract substantially represents the contract document that the successful Respondent(s) must sign.

### 1.2.1. Background

During the State's previous procurement for MFDs, the State consolidated four related office technology contracts into one statewide contract. The goal of the State was to contract with one Contractor to better understand its print environment in order to reduce total cost of ownership and utilize all equipment to its full potential. Additionally, the State wished to implement workflow solutions that would satisfy State Agency needs in a more efficient manner. The goals of the State were met, and over the past five years, the State has gained valuable insight and guidance on how to more efficiently meet the needs of each agency.

The State wishes to continue moving towards an efficient print environment that satisfies the needs of every Authorized User. By contracting with one or more Contractor(s), the State hopes to continue to keep total cost of ownership at a minimum, while increasing the efficiency of the State's Fleet through continual Right Sizing. The State hopes to contract with a Contractor or Contractors that will be proactive in assessing the print environment and suggesting unique

solutions to Authorized Users that will optimize workflow. Additionally, the pricing, quality, and service levels provided by the Contractor(s) are expected to be more competitive than in the past.

**1.3. Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**1.4. RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # 32110-18110**

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Jessica Starling  
Department of General Services  
Central Procurement Office  
WRs Tennessee Tower, 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave.  
Nashville, Tennessee 37243  
615-532-0352  
[Jessica.Starling@tn.gov](mailto:Jessica.Starling@tn.gov)

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities.html> for contact information); and

b. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley  
Department of General Services, CPO  
Central Procurement Office  
WRs Tennessee Tower, 3<sup>rd</sup> Floor  
312 Rosa L. Parks Ave.  
Nashville, Tennessee 37243  
614-741-3836

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information-/request-for-proposals--rfp--opportunities.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

**1.5. Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

**1.6. Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

**1.7. Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Department of General Services, Central Procurement Office  
312 Rosa L. Parks, 3<sup>rd</sup> Floor  
Nashville, TN 37243  
Conference Room G- TN Tower- 3<sup>rd</sup> Floor

September 27, 2018 at 10:00 AM CST

[Join Webex meeting](#)

Meeting number (access code): 646 959 716

Meeting password: t3AyDSVh

Join from a video system or application:

Dial [646959716@tngov.webex.com](mailto:646959716@tngov.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone:

**+1-415-655-0003** US TOLL

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

**1.8. Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

**A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

**1.9. Response Deadline**



A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

## 2. RFP SCHEDULE OF EVENTS

- 2.1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

| EVENT  | TIME<br>(central time zone) | DATE                           |
|--|-----------------------------|--------------------------------|
| 1. RFP Issued  |                             | September 20, 2018             |
| 2. Disability Accommodation Request Deadline   | 2:00 p.m.                   | September 25, 2018             |
| 3. Pre-response Conference   | 10:00 a.m.                  | September 27, 2018             |
| 4. Notice of Intent to Respond Deadline  | 2:00 p.m.                   | September 28, 2018             |
| 5. Written "Questions & Comments" Deadline   | 2:00 p.m.                   | October 3, 2018                |
| 6. State Response to Written "Questions & Comments"  |                             | November 2, 2018               |
| 7. Round 2: Written "Questions & Comments" Deadline  | 2:00 p.m.                   | November 7, 2018               |
| 8. Round 2: State Response to Written "Questions & Comments"                                   |                             | November 27, 2018              |
| 9. White Papers Submission Deadline  | 2:00 p.m.                   | November 30, 2018              |
| 10. Response Deadline  | 2:00 p.m.                   | December 13, 2018              |
| 11. State Completion of Technical Response Evaluations   |                             | January 14, 2019               |
| 12. State Schedules Respondent Oral Presentation   |                             | January 16, 2019               |
| 13. Respondent Oral Presentation   |                             | January 24 - 25, 2019          |
| 14. State Opening & Scoring of Cost Proposals  | 2:00 p.m.                   | January 28, 2019               |
| 15. Negotiations (Optional)  |                             | January 29 – February 12, 2019 |
| 16. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection | 2:00 p.m.                   | February 14, 2019              |
| 17. End of Open File Period  |                             | February 22, 2019              |
| 18. State sends contract to Contractor for signature   |                             | February 25, 2019              |
| 19. Contractor Signature Deadline  | 2:00 p.m.                   | March 4, 2019                  |

- 2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to Section 1.8).

### 3. RESPONSE REQUIREMENTS

---

#### 3.1. Response Form

A response to this RFP must consist of three parts, a STS White Papers Requirements, Technical Response and a Cost Proposal.

3.1.1. **STS White Papers Requirements.** RFP Attachment 6.7., STS White Papers Requirements provides the specific requirements that the Respondent must meet in order to properly execute the contract. Submitted White Papers will be reviewed by STS and returned to the Respondent with clarification questions should any concerns arise prior to any review of other documents submitted.

3.1.1.1. A Respondent must respond to any clarification questions within five (5) business days.

3.1.2. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.**

3.1.2.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

- a. A Respondent submitting a Technical Response to Category I – MFDs – must submit a Technical Response addressing all questions in RFP Attachment 6.2., Section A, B, C1, and D.
- b. A Respondent submitting a Technical Response to Category II – Scanner – must submit a Technical Response addressing all questions in RFP Attachment 6.2., Section A, B, C2.
- c. If a Respondent is submitting a Technical Response to both Category I and Category II, the Respondent must submit separate responses to both RFP Attachment 6.2., Section C1 and C2. While the State recognizes that the responses to the questions in Section C1 and C2 may be similar or the same, the Respondent must still submit complete responses to both Section C1 and C2.

A. For responses to questions in Attachment 6.2, Section C1 and C2 that are exactly the same, the Respondent may reference the response in Section C1 as its response to the question in Section C2.

3.1.2.2. A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed 200 pages in length if responding to one Category and should NOT exceed 300 pages in length if responding to both Categories (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although

oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.

- 3.1.2.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.2.4. The State may determine a response to be non-responsive and reject it if:
  - a. The Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - b. The Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.3. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.**

- 3.1.3.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.3.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.3.3. A Respondent must submit the Cost Proposal to the State on a separate CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., *et. seq*).

## 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified below.

### 3.2.2.1. STS White Paper Requirements

The STS White Paper Requirements document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

**"RFP #32110-18110 STS WHITE PAPER REQUIREMENTS ORIGINAL"**

Respondent name, logo, and/or any other company identifier should be included on the envelope containing the digital STS White Paper file, but **NOT** be included on the media or within the media.

3.2.2.2. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

**“RFP #32110-18110 TECHNICAL RESPONSE ORIGINAL”**

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

**“RFP #32110-18110 TECHNICAL RESPONSE COPY”**

The sealed customer references should be the only paper documents included in the document.

3.2.2.3. Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

**“RFP #32110-18110 COST PROPOSAL ORIGINAL”**

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The STS White Paper Requirements original document (i.e., standard CD-R recordable or USB flash drive) must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN...RFP # 32110-18110 STS WHITE PAPER REQUIREMENTS FORM  
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP #32110-18110 TECHNICAL RESPONSE FROM  
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.3. The Cost Proposal original document (i.e., standard CD-R recordable disc or USB flash drive) must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 32110-18110 COST PROPOSAL FROM [RESPONDENT  
LEGAL ENTITY NAME]”**

- 3.2.3.4. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFP # 32110-18110 SEALED TECHNICAL RESPONSE & SEALED COST  
PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Jessica Starling  
Department of General Services  
Central Procurement Office  
WRS Tennessee Tower, 3<sup>rd</sup> Tower  
312 Rosa L. Parks Ave.  
Nashville, Tennessee 37243  
615-532-0352  
[Jessica.Starling@tn.gov](mailto:Jessica.Starling@tn.gov)

### 3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one STS White Paper Requirements, Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one STS White Paper Requirements or more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
  - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

#### 3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### 3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

#### 3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.**

#### 3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

#### **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

---

##### **4.1. RFP Amendment**

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

##### **4.2. RFP Cancellation**

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

##### **4.3. State Right of Rejection**

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

##### **4.4. Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

##### **4.5. Right to Refuse Personnel or Subcontractors**

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.



#### **4.6. Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

#### **4.7. Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: [TN.Revenue@tn.gov](mailto:TN.Revenue@tn.gov).

#### **4.8. Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

#### **4.9. Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

#### 4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

#### 4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

#### 4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

#### 4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

## 5. EVALUATION & CONTRACT AWARD

---

### 5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

**The Evaluation Model below applies to Category I - MFDs:**

| EVALUATION CATEGORY  | MAXIMUM POINTS POSSIBLE |
|--|-------------------------|
| <b>General Qualifications &amp; Experience</b><br>(refer to RFP Attachment 6.2., Section B)              | 5                       |
| <b>Technical Qualifications, Experience &amp; Approach</b><br>(refer to RFP Attachment 6.2., Section C1) | 25                      |
| <b>Initial Assessment &amp; Right Sizing</b><br>(refer to RFP Attachment 6.2., Section D)                | 15                      |
| <b>Oral Presentation</b><br>(refer to RFP Attachment 6.2., Section E)                                    | 5                       |
| <b>Cost Proposal</b><br>(refer to RFP Attachment 6.3.)   | 50                      |

**The Evaluation Model below applies to Category II – Scanners:**

| EVALUATION CATEGORY  | MAXIMUM POINTS POSSIBLE |
|--|-------------------------|
| <b>General Qualifications &amp; Experience</b><br>(refer to RFP Attachment 6.2., Section B)              | 5                       |
| <b>Technical Qualifications, Experience &amp; Approach</b><br>(refer to RFP Attachment 6.2., Section C2) | 45                      |
| <b>Cost Proposal</b><br>(refer to RFP Attachment 6.3.)   | 50                      |

### 5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent(s) offering the lowest cost, but rather to the Respondent(s) deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. (“Responsive Respondent” is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. “Responsible Respondent” is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
- a. The response adequately meets RFP requirements for further evaluation;
  - b. The State will request clarifications or corrections for consideration prior to further evaluation; or,
  - c. The State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. For Respondents that submit a response for **Category I - MFDs**, Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Section C1, Section D, and Section E.
- For Respondents that submit a response for **Category II - Scanners**, Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B and Section C2.
- 5.2.1.4. For each response evaluated in **Category I - MFDs**, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Section C1, and for Section D, and record each average as the response score for the respective Technical Response section.
- For each response evaluated in **Category II - Scanners**, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B and Section C2, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. For the Respondents that submit a response for **Category I - MFDs**, the Solicitation Coordinator will invite the top five (5) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
- 5.2.1.5.1. The oral presentations are mandatory for **Category I- MFDs** only. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact

Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events. The oral presentation **should not exceed one hour** in length including time for questions.

- 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
- 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section E.
- 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section E, and record that number as the score for Respondent's Technical Response Section E.

5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

### 5.3. **Contract Award Process**

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Responses for both Category I and Category II. To affect a contract award to a Respondent other than the ones receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated responses and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

**NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.**

- 5.3.4. The Respondent(s) identified as offering the apparent best-evaluated responses must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent(s) must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiations prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated responses.

**RFP #32110-18110 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-public-information-library.html>.

**By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

**SIGNATURE:**

---

**PRINTED NAME & TITLE:**

---

**DATE:**

---

**RESPONDENT LEGAL ENTITY  
NAME:**

---



**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

| <b>RESPONDENT LEGAL ENTITY NAME:</b>              |                  |   |                  |
|---|------------------|---|------------------|
| <b>Response Page #<br/>(Respondent completes)</b> | <b>Item Ref.</b> | <b>Section A— Mandatory Requirement Items</b>   | <b>Pass/Fail</b> |
|   |                  | The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.   |                  |
|   |                  | The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).   |                  |
|   |                  | The Technical Response must NOT contain cost or pricing information of any type.  |                  |
|   |                  | The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.   |                  |
|   |                  | A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).   |                  |
|   |                  | A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).  |                  |
|   | <b>A.1.</b>      | Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.   |                  |
|   | <b>A.2.</b>      | Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.<br><br>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award. |                  |
|   | <b>A.3.</b>      | Provide a White Paper based on the instructions in RFP Attachment 6.7.<br><br>NOTE: All White Paper submissions must have Contractor name and Logo removed completely.  |                  |
|   | <b>A.4.</b>      | Provide two current positive credit references from contractors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.   |                  |
|   | <b>A.5.</b>      | <b>Provide documentation for option 1 or 2 below:</b><br><br><b>Option 1:</b> Provide an official document or letter from an accredited credit  |                  |

| RESPONDENT LEGAL ENTITY<br>NAME:                |              |  |           |
|---|--------------|--|-----------|
| Response<br>Page #<br>(Respondent<br>completes) | Item<br>Ref. | Section A— Mandatory Requirement Items   | Pass/Fail |
|   |              | <p>bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)</p> <p><b>OR</b></p> <p><b>Option 2: Provide a current credit rating from Moody's, Standard &amp; Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.</b></p> |           |
|   | A.6.         | <p>Respondent's Technical Response must not exceed 200 pages in length if responding to one Category and must not exceed 300 pages in length if responding to both Categories. All text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against page limits).</p>  |           |

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

|  |                  |   |
|--|------------------|---|
| <b>RESPONDENT LEGAL ENTITY NAME:</b>             |                  |   |
| <b>Response Page #</b><br>(Respondent completes) | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>   |
|  | <b>B.1.</b>      | Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.   |
|  | <b>B.2.</b>      | Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).   |
|  | <b>B.3.</b>      | Detail the number of years the Respondent has been in business.   |
|  | <b>B.4.</b>      | Briefly describe how long the Respondent has been providing the goods or services required by this RFP.   |
|  | <b>B.5.</b>      | Describe the Respondent's number of employees, client base, and location of offices.  |
|  | <b>B.6.</b>      | Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.  |
|  | <b>B.7.</b>      | Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.  |
|  | <b>B.8.</b>      | Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.  |
|  | <b>B.9.</b>      | Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.<br><br>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions. |
|  | <b>B.10.</b>     | Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.<br><br>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the  |

|  |                  |   |
|--|------------------|---|
| <b>RESPONDENT LEGAL ENTITY NAME:</b>             |                  |   |
| <b>Response Page #</b><br>(Respondent completes) | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>   |
|  |                  | Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.   |
|  | <b>B.11.</b>     | Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).   |
|  | <b>B.12.</b>     | Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.   |
|  | <b>B.13.</b>     | Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.   |
|  | <b>B.14.</b>     | Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ul>  |
|  | <b>B.15.</b>     | Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Also include a list of the Respondent's certifications as a diversity business, if applicable.</li> <li>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Include the following information: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Include the following information: <ul style="list-style-type: none"> <li>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul> |

|  |                  |   |
|--|------------------|---|
| <b>RESPONDENT LEGAL ENTITY NAME:</b>             |                  |   |
| <b>Response Page #</b><br>(Respondent completes) | <b>Item Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b>   |
|  |                  | <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>  |
|  | <b>B.16.</b>     | <p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's Scope of Services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>  |
|  | <b>B.17.</b>     | <p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p> |
|  |                  | <p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b><br/>(maximum possible score = 5)</p>  |

|   |                      |   |
|---|----------------------|---|
| <b>RESPONDENT LEGAL ENTITY<br/>NAME:</b>                |                      |   |
| <b>Response<br/>Page #</b><br>(Respondent<br>completes) | <b>Item<br/>Ref.</b> | <b>Section B— General Qualifications &amp; Experience Items</b> |
| <i>State Use – Evaluator Identification:</i>            |                      |   |

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C1: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

*0 = little value**1 = poor**2 = fair**3 = satisfactory**4 = good**5 = excellent*

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

**Only respond to the questions in Section C1 if the Respondent is submitting a response for Category I – MFDs.**

| <b>RESPONDENT LEGAL ENTITY NAME:</b>              |                  |  |                   |                          |                           |
|---|------------------|--|-------------------|--------------------------|---------------------------|
| <b>Response Page #<br/>(Respondent completes)</b> | <b>Item Ref.</b> | <b>Section C1— Technical Qualifications, Experience &amp; Approach Items</b>   | <b>Item Score</b> | <b>Evaluation Factor</b> | <b>Raw Weighted Score</b> |
|   |                  | <b>General Requirements (Pro Forma Contract A.1.)</b>  |                   |                          |                           |
|   | <b>C1.1.</b>     | Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.  |                   | <b>4</b>                 |                           |
|   | <b>C1.2.</b>     | Provide a narrative that illustrates how the Respondent will complete the Scope of Services, manage the project, and accomplish required objectives, and meet the State's project schedule. Refer to RFP Attachment 6.6, Pro Forma Contract.   |                   |                          |                           |
|   | <b>C1.3.</b>     | Explain the Respondent's willingness to extend the use of this contract to Authorized Users. Refer to Pro Forma Contract Section E.12  |                   |                          |                           |
|   | <b>C1.4.</b>     | Provide a narrative on how Quarterly Business Updates will be conducted and how the Respondent plans to partner with the State to review Fleet modifications, equipment usage and costs, methods implemented to improve efficiency and corresponding estimated savings. Refer to Pro Forma Contract Section A.1.e.   |                   |                          |                           |
|   | <b>C1.5.</b>     | Describe the training the Respondent will provide to State personnel following equipment purchase and workflow solution implementation, including details on the typical end user training session, the estimated time commitment needed for training, and the training tools and instructional materials provided. Refer to Pro Forma Contract Section A.1.f. |                   |                          |                           |
|   | <b>C1.6.</b>     | Provide a narrative that describes the Respondent's disaster recovery plan. If none, describe the Respondent's approach to developing a disaster recovery plan.  |                   |                          |                           |
|   | <b>C1.7.</b>     | Explain the Respondent's problem resolution process, including standard response time. Also include the process for problem escalation if the standard problem process fails.  |                   |                          |                           |
|   |                  | <b>Reporting (Pro Forma Contract A.6.)</b>   |                   |                          |                           |

| RESPONDENT LEGAL ENTITY NAME:             |           |  |            |                   |                    |
|---|-----------|--|------------|-------------------|--------------------|
| Response Page #<br>(Respondent completes) | Item Ref. | Section C1— Technical Qualifications, Experience & Approach Items  | Item Score | Evaluation Factor | Raw Weighted Score |
|   | C1.8.     | Provide a description of the Respondent's ability to provide reports on a periodic basis as requested by the State in this RFP, including the Purchase and Usage Quarterly Report, State Agency Summary Report, and Custom Reports. Refer to Pro Forma Contract Section A.6.   |            | 3                 |                    |
|   | C1.9.     | Provide a narrative on the ability of the system to customize and create ad hoc reports. Also indicate how long it will take to generate such reports. Refer to Pro Forma Contract Section A.6.  |            |                   |                    |
|   |           | <b>Service Levels (Pro Forma Section A.7.)</b>   |            |                   |                    |
|   | C1.10.    | Provide a narrative of the Respondent's overall plan on maintaining the service levels requested under this RFP, including, but not limited to, the Respondent's commitment on the Fleet average response time. Refer to Pro Forma Contract Section A.7.   |            | 6                 |                    |
|   | C1.11.    | Will the Respondent commit to equipment deliveries faster than 30 days and commit to rush delivery faster than 5 days? Refer to Pro Forma Contract Section A.7.b.  |            |                   |                    |
|   | C1.12.    | Describe the Respondent's process of ordering supplies for the end user. Refer to Pro Forma Contract Section A.7.d.  |            |                   |                    |
|   | C1.13.    | Describe the service and maintenance program that will be provided, including if the Respondent will commit to more open hours for maintenance and how the Respondent plans to handle preventative maintenance. Refer to Pro Forma Contract Section A.7.e.   |            |                   |                    |
|   | C1.14.    | How would the Respondent ensure that the average Fleet uptime of over 95% (Refer to Pro Forma Contract Section A.6.f.) is met and if this uptime is not maintained, what steps will the Respondent take to mitigate the State's lost productivity?   |            |                   |                    |
|   |           | <b>Software Workflow Solutions</b>   |            |                   |                    |
|   | C1.15.    | Explain how the Respondent's proposed software solution can be applied to solve workflow problems for various State entities. One example of a workflow problem can be found in RFP Attachment 6.10. Include at least three (3) examples of how business problems were solved by the Respondent's proposed software solution. These examples should show improved efficiency, reduced costs, and any other improvements. |            | 7                 |                    |
|   | C1.16.    | How does the Respondent's workflow solution solve the specific scenario as described in RFP Attachment 6.10. <b>Responses should include an explanation of how the proposed workflow solution will integrate with a document storage platform like the one described in the scenario.</b>  |            |                   |                    |
|   | C1.17.    | Provide a brief synopsis of future technology offerings, software & hardware that the Respondent anticipates   |            |                   |                    |



| RESPONDENT LEGAL ENTITY NAME:             |           |  |            |                   |                    |
|---|-----------|--|------------|-------------------|--------------------|
| Response Page #<br>(Respondent completes) | Item Ref. | Section C1— Technical Qualifications, Experience & Approach Items  | Item Score | Evaluation Factor | Raw Weighted Score |
|   |           | being available during the life of the contract (e.g., mobile print). Also, explain how the Respondent plans on making these options available to the State.   |            |                   |                    |
|   | C1.18.    | Outline the Respondent's ability to monitor and integrate workflow solutions for hardware from legacy Vendors. Example hardware includes, but is not limited to: Lexmark, Canon, Fujitsu.  |            |                   |                    |
|   | C1.19.    | Describe in detail the Respondent's Software Development Kit (SDK) available to the State to troubleshoot/administer the software and hardware in-house. Include the pre-requisites for the State's software developers to use the SDK to create custom business solutions on the proposed devices   |            |                   |                    |
|   | C1.20.    | Describe the ability of proposed machines to work with various industry standard barcode formats (2D, 3D, etc.)  |            |                   |                    |
|   | C1.21.    | Describe the Respondent's equipment's compatibility with platforms such as Windows, Mac, and Linux.  |            |                   |                    |
|   |           | <b>References</b>  |            |                   |                    |
|   | C1.22.    | <p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> <li>(ii) sign and date the completed reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated reference</li> </ul> |            | 5                 |                    |

| <b>RESPONDENT LEGAL ENTITY NAME:</b>  |                  |   |                   |                          |  |                        |
|---|------------------|---|-------------------|--------------------------|--|------------------------|
| <b>Response Page #<br/>(Respondent completes)</b>   | <b>Item Ref.</b> | <b>Section C1— Technical Qualifications, Experience &amp; Approach Items</b>  | <b>Item Score</b> | <b>Evaluation Factor</b> | <b>Raw Weighted Score</b>  |                        |
|   |                  | <p>questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references.</li> </ul> <p>The State is under <u>no</u> obligation to clarify any reference information.</p> |                   |                          |  |                        |
| <p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p> |                  |   |                   |                          | <p><b>Total Raw Weighted Score:</b><br/>(sum of Raw Weighted Scores above)</p> |                        |
| <p><b>Section C1 Score for Category I:</b></p>  |                  | <p><b>Total Raw Weighted Score</b></p> <hr/> <p><b>Maximum Possible Raw Weighted Score</b><br/>(i.e., 5 x the sum of item weights above)</p>  |                   |                          | <p><b>X 25</b><br/>(maximum possible score)</p>                                | <p><b>= SCORE:</b></p> |
| <p><i>State Use – Evaluator Identification:</i></p>   |                  |   |                   |                          |  |                        |
| <p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>  |                  |   |                   |                          |  |                        |



**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C2: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

**Only respond to the questions in Section C2 if the Respondent is submitting a response for Category II – Scanners.**

| <b>RESPONDENT LEGAL ENTITY NAME:</b>              |                  |  |                   |                          |                           |
|---|------------------|--|-------------------|--------------------------|---------------------------|
| <b>Response Page #<br/>(Respondent completes)</b> | <b>Item Ref.</b> | <b>Section C2— Technical Qualifications, Experience &amp; Approach Items</b>   | <b>Item Score</b> | <b>Evaluation Factor</b> | <b>Raw Weighted Score</b> |
|   |                  | <b>General Requirements (Pro Forma Contract A.1.)</b>  |                   |                          |                           |
|   | <b>C2.1.</b>     | Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.  |                   | <b>4</b>                 |                           |
|   | <b>C2.2.</b>     | Provide a narrative that illustrates how the Respondent will complete the Scope of Services, manage the project, and accomplish required objectives, and meet the State's project schedule. Refer to RFP Attachment 6.6, Pro Forma Contract.   |                   |                          |                           |
|   | <b>C2.3.</b>     | Explain the Respondent's willingness to extend the use of this contract to Authorized Users. Refer to Pro Forma Contract Section E.11  |                   |                          |                           |
|   | <b>C2.4.</b>     | Provide a narrative on how Quarterly Business Updates will be conducted and how the Respondent plans to partner with the State to improve efficiency and corresponding estimated savings. Refer to Pro Forma Contract Section A.1.e.   |                   |                          |                           |
|   | <b>C2.5.</b>     | Describe the training the Respondent will provide to State personnel following equipment purchase and workflow solution implementation, including details on the typical end user training session, the estimated time commitment needed for training, and the training tools and instructional materials provided. Refer to Pro Forma Contract Section A.1.f. |                   |                          |                           |
|   | <b>C2.6.</b>     | Provide a narrative that describes the Respondent's disaster recovery plan. If none, describe the Respondent's approach to developing a disaster recovery plan.  |                   |                          |                           |
|   | <b>C2.7.</b>     | Explain the Respondent's problem resolution process, including standard response time. Also include the process for problem escalation if the standard problem process fails.  |                   |                          |                           |
|   |                  | <b>Reporting (Pro Forma Contract A.6.)</b>   |                   |                          |                           |
|   | <b>C2.8.</b>     | Provide a description of the Respondent's ability to provide   |                   | <b>3</b>                 |                           |

| RESPONDENT LEGAL ENTITY NAME:             |           |  |            |                   |                    |
|---|-----------|--|------------|-------------------|--------------------|
| Response Page #<br>(Respondent completes) | Item Ref. | Section C2— Technical Qualifications, Experience & Approach Items  | Item Score | Evaluation Factor | Raw Weighted Score |
|   |           | reports on a periodic basis as requested by the State in this RFP, including the Purchase and Usage Quarterly Report, State Agency Summary Report, and Custom Reports. Refer to Pro Forma Contract Section A.6.  |            |                   |                    |
|   | C2.9.     | Provide a narrative on the ability of the system to customize and create ad hoc reports. Also indicate how long it will take to generate such reports. Refer to Pro Forma Contract Section A.6.  |            |                   |                    |
|   |           | <b>Service Levels (Pro Forma Section A.7.)</b>   |            |                   |                    |
|   | C2.10.    | Provide a narrative of the Respondent's overall plan on maintaining the service levels requested under this RFP, including, but not limited to, the Respondent's commitment on the Fleet average response time. Refer to Pro Forma Contract Section A.7.   |            | 6                 |                    |
|   | C2.11.    | Will the Respondent commit to equipment deliveries faster than 30 days and commit to rush delivery faster than 5 days? Refer to Pro Forma Contract Section A.7.b.  |            |                   |                    |
|   | C2.12.    | Describe the service and maintenance program that will be provided, including if the Respondent will commit to more open hours for maintenance and how the Respondent plans to handle preventative maintenance. Refer to Pro Forma Contract Section A.7.d.   |            |                   |                    |
|   | C2.13.    | How would the Respondent ensure that the average Fleet uptime of over 95% (Refer to Pro Forma Contract Section A.7.e.) is met and if this uptime is not maintained, what steps will the Respondent take to mitigate the State's lost productivity?   |            |                   |                    |
|   |           | <b>Software Workflow Solutions</b>   |            |                   |                    |
|   | C2.14.    | Explain how the Respondent's proposed software solution can be applied to solve workflow problems for various State entities. One example of a workflow problem can be found in RFP Attachment 6.10. Include at least three (3) examples of how business problems were solved by the Respondent's proposed software solution. These examples should show improved efficiency, reduced costs, and any other improvements. |            | 7                 |                    |
|   | C2.15.    | How does the Respondent's workflow solution solve the specific scenario as described in RFP Attachment 6.10. <b>Responses should include an explanation of how the proposed workflow solution will integrate with a document storage platform like the one described in the scenario.</b>  |            |                   |                    |
|   | C2.16.    | Provide a brief synopsis of future technology offerings, software & hardware that the Respondent anticipates being available during the life of the contract (e.g., mobile print). Also, explain how the Respondent plans on making these options available to the State.  |            |                   |                    |
|   | C2.17.    | Outline the Respondent's ability to monitor and integrate workflow solutions for hardware from legacy Vendors. Example hardware includes, but is not limited to: Lexmark,  |            |                   |                    |

| RESPONDENT LEGAL ENTITY NAME:             |           |  |            |                   |                    |
|---|-----------|--|------------|-------------------|--------------------|
| Response Page #<br>(Respondent completes) | Item Ref. | Section C2— Technical Qualifications, Experience & Approach Items  | Item Score | Evaluation Factor | Raw Weighted Score |
|   |           | Canon, Fujitsu.  |            |                   |                    |
|   | C2.18.    | Describe in detail the Respondent's Software Development Kit (SDK) available to the State to troubleshoot/administer the software and hardware in- house. Include the pre-requisites for the State's software developers to use the SDK to create custom business solutions on the proposed devices  |            |                   |                    |
|   | C2.19.    | Describe the ability of proposed machines to work with various industry standard barcode formats (2D, 3D, etc.)  |            |                   |                    |
|   | C2.20.    | Describe the Respondent's equipment's compatibility with platforms such as Windows, Mac, and Linux.  |            |                   |                    |
|   |           | <b>References</b>  |            |                   |                    |
|   | C2.21.    | <p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> <li>(ii) sign and date the completed reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> <li>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required</li> </ul> |            | 5                 |                    |

| <b>RESPONDENT LEGAL ENTITY NAME:</b>  |                  |   |                   |                          |  |
|---|------------------|---|-------------------|--------------------------|--|
| <b>Response Page #<br/>(Respondent completes)</b>   | <b>Item Ref.</b> | <b>Section C2— Technical Qualifications, Experience &amp; Approach Items</b>  | <b>Item Score</b> | <b>Evaluation Factor</b> | <b>Raw Weighted Score</b>  |
|   |                  | <p>references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references.</li> </ul> <p>The State is under <u>no</u> obligation to clarify any reference information.</p> |                   |                          |  |
| <p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p> |                  |   |                   |                          | <p><b>Total Raw Weighted Score:</b><br/>(sum of Raw Weighted Scores above)</p> |
| <p><b>Section C2 Score for Category II:</b></p>   |                  | <p> <math display="block">\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 45 = \text{SCORE:}</math> </p>  |                   |                          |  |
| <p><i>State Use – Evaluator Identification:</i></p>   |                  |   |                   |                          |  |
| <p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>  |                  |   |                   |                          |  |

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION D: INITIAL ASSESSMENT AND RIGHT SIZING.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

**0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent**

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

**Only respond to the questions in Section D if the Respondent is submitting a response for Category I – MFDs.**

| <b>RESPONDENT LEGAL ENTITY NAME:</b>              |                  |  |                   |                          |                           |
|---|------------------|--|-------------------|--------------------------|---------------------------|
| <b>Response Page #<br/>(Respondent completes)</b> | <b>Item Ref.</b> | <b>Section D — Initial Assessment and Right Sizing<br/>(Only Applicable for Category I – MFD Respondents)</b>  | <b>Item Score</b> | <b>Evaluation Factor</b> | <b>Raw Weighted Score</b> |
|   |                  | <b>Initial Assessment (Pro Forma Contract Section A.4.)</b>  |                   |                          |                           |
|   | <b>D.1.</b>      | Provide a narrative that illustrates the Respondent's understanding of the State's requirements for the Initial Assessment. Refer to Pro Forma Contract Section A.4. Include details on, but not limited to, how the Respondent would prioritize assessing the State Agencies and Authorized Users that decide to participate, an estimate of what proportion of the State's Fleet will be assessed, the time frame the Respondent would commit to finishing the Initial Assessment based on the Respondent's estimate, and how many employees the Respondent will deploy to conduct the Initial Assessment in FTEs (full-time equivalents). Information on the State's current Fleet is provided in RFP Attachment 6.9. |                   | <b>10</b>                |                           |
|   | <b>D.2.</b>      | Illustrate in detail how the Respondent plans on analyzing the State's current Fleet environment and usage.  |                   |                          |                           |
|   | <b>D.3.</b>      | In the 6 months following the initial assessment, what is the expected impact of the Respondent's recommendation? How does the Respondent measure a successful initial assessment?   |                   |                          |                           |
|   | <b>D.4.</b>      | How will the Respondent market this assessment program across all State Agencies?  |                   |                          |                           |
|   | <b>D.5.</b>      | Will the Respondent use any hardware/software to track the State's current Fleet environment and volume usage? If yes, illustrate the process, along with hardware/software specifications.  |                   |                          |                           |
|   | <b>D.6.</b>      | Provide an example of an assessment similar to the Initial Assessment that was performed in other states or a similar size enterprise client.  |                   |                          |                           |
|   | <b>D.7.</b>      | Provide a narrative on the expectation of involvement from State personnel during the Initial Assessment.  |                   |                          |                           |
|   |                  | <b>Right Sizing Implementation (Pro Forma Contract Section A.5.)</b>   |                   |                          |                           |



|  |              |   |   |          |  |
|--|--------------|---|---|----------|--|
|  | <b>D.8.</b>  | Provide a narrative that illustrates the Respondent's understanding of the State's requirements for the Right Sizing Implementation. Refer to Pro Forma Contract Section A.5. Include details on, but not limited to, how the Respondent would prioritize State Agencies and Authorized Users that decide to participate, an estimate of what proportion of the State's Fleet will be assessed, the time frame the Respondent would commit to finishing the Right Sizing based on the Respondent's estimate, and how many employees the Respondent will deploy to conduct the Right Sizing in FTEs (full-time equivalents). |   | <b>5</b> |  |
|  | <b>D.9.</b>  | What will the Respondent do to market this Right Sizing program across all State Agencies?  |   |          |  |
|  | <b>D.10.</b> | Provide a description of the Respondent's timeline for implementing roll-out and optimization of Fleet after analysis, citing specific dates and deadlines for the major Implementation tasks.  |   |          |  |
|  | <b>D.11.</b> | Provide a narrative on the expectation of involvement from State personnel during the Right Sizing Implementation.  |   |          |  |
| <i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>   |              |   | <b>Total Raw Weighted Score:</b><br><i>(sum of Raw Weighted Scores above)</i> |          |  |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <b>Total Raw Weighted Score</b><br/> <hr style="width: 50%; margin: 0 auto;"/> <b>Maximum Possible Raw Weighted Score</b><br/> <i>(i.e., 5 x the sum of item weights above)</i> </div> <div style="text-align: center;"> <b>X 15</b><br/> <i>(maximum possible score)</i> </div> <div style="text-align: center;"> <b>= SCORE:</b> </div> </div> |              |   |   |          |  |
| <i>State Use – Evaluator Identification:</i>   |              |   |   |          |  |
| <i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>  |              |   |   |          |  |

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION E: ORAL PRESENTATIONS.** The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

*0 = little value**1 = poor**2 = fair**3 = satisfactory**4 = good**5 = excellent*

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

|   |  |  |
|---|--|--|
| <b>RESPONDENT LEGAL ENTITY NAME:</b>  |  |  |
| <b>Section E – Oral Presentations</b><br><b>(Only Applicable for Category I – MFD Respondents)</b>              |  |  |
| <b>TOPIC</b>  |  |  |
| <b>E.1.</b>   | Present an overview to represent the Respondent's understanding of the State's requirements.   |  |
| <b>E.2.</b>   | Present an overview of the Respondent's approach to reporting and managing the contract to meet the State's needs.   |  |
| <b>E.3.</b>   | Present the Respondent's approach to analyzing the Fleet of an agency and developing a recommendation.   |  |
| <b>E.4.</b>   | Present on one of the projects from RFP Attachment 6.2, C.22 from the last three years that is similar in scope for an enterprise-level client and discuss the Respondent's role, best practices, lessons learned, and any risk mitigation strategies. |  |
| <b>SCORE (for <u>all</u> Section E — Oral Presentation Items above):</b><br><i>(maximum possible score = 5)</i> |  |  |
| State Use – Evaluator Identification:   |  |  |
| State Use – Solicitation Coordinator Signature, Printed Name & Date:  |  |  |

**COST PROPOSAL & SCORING GUIDE**

**Refer to Attachment 6.3 – Cost Proposal & Scoring Guide**

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities.html>

### REFERENCE QUESTIONNAIRE

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.**

The Respondent will be solely responsible for obtaining completed reference questionnaires as required and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

For Respondents submitting a response for Category I, please refer to RFP Attachment 6.2, Technical Response & Evaluation Guide, Section C1, Item C1.22).

For Respondents submitting a response for Category II, please refer to RFP Attachment 6.2, Technical Response & Evaluation Guide, Section C2, Item C2.21).

## RFP #32110-18110 REFERENCE QUESTIONNAIRE

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

|                        |  |
|------------------------|--|
| <b>NAME:</b>           |  |
| <b>TITLE:</b>          |  |
| <b>TELEPHONE #</b>     |  |
| <b>E-MAIL ADDRESS:</b> |  |

(3) **What goods or services does/did the reference subject provide to your company or organization? Please specify if the reference subject provided Multi-function devices (MFDs) and/or Scanners to your company or organization.**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

*Please respond by circling the appropriate number on the scale below.*

**1                      2                      3                      4                      5**

least satisfied    |                      |                      |                      |                      |                      most satisfied

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

*Please respond by circling the appropriate number on the scale below.*

|                 |          |          |          |          |          |                |
|-----------------|----------|----------|----------|----------|----------|----------------|
|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |                |
| least satisfied |          |          |          |          |          | most satisfied |

What, if any, comments do you have regarding the score selected above?



- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

*Please respond by circling the appropriate number on the scale below.*

|                 |          |          |          |          |          |                |
|-----------------|----------|----------|----------|----------|----------|----------------|
|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |                |
| least satisfied |          |          |          |          |          | most satisfied |

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

*Please respond by circling the appropriate number on the scale below.*

|                 |          |          |          |          |          |                |
|-----------------|----------|----------|----------|----------|----------|----------------|
|                 | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> |                |
| least satisfied |          |          |          |          |          | most satisfied |

What, if any, comments do you have regarding the score selected above?

**REFERENCE SIGNATURE:**

(by the individual completing this  
request for reference information)

\_\_\_\_\_  
(must be the same as the signature across the envelope seal)

**DATE:**

\_\_\_\_\_



## SCORE SUMMARY MATRIX FOR CATEGORY I

|   | <i>RESPONDENT NAME</i> |  | <i>RESPONDENT NAME</i> |  | <i>RESPONDENT NAME</i> |  |
|---|------------------------|--|------------------------|--|------------------------|--|
| <b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b><br>(maximum: 5)              |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |
| <b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b><br>(maximum: 25) |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |
| <b>INITIAL ASSESSMENT AND RIGHT SIZING</b><br>(maximum: 15)                 |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |
| <b>ORAL PRESENTATIONS</b><br>(maximum: 5)                                   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |

|   |               |  |               |  |               |  |
|---|---------------|--|---------------|--|---------------|--|
|   |               |  |               |  |               |  |
| <b>COST PROPOSAL</b><br>(maximum: 50)                                       | <b>SCORE:</b> |  | <b>SCORE:</b> |  | <b>SCORE:</b> |  |
| <b>TOTAL RESPONSE<br/>EVALUATION SCORE:</b><br>(maximum: 100)               |               |  |               |  |               |  |
| <i>Solicitation Coordinator<br/>Signature, Printed Name &amp;<br/>Date:</i> |               |  |               |  |               |  |
|   |               |  |               |  |               |  |
|   |               |  |               |  |               |  |
|   |               |  |               |  |               |  |
|   |               |  |               |  |               |  |

## SCORE SUMMARY MATRIX FOR CATEGORY II

|   | <i>RESPONDENT NAME</i> |  | <i>RESPONDENT NAME</i> |  | <i>RESPONDENT NAME</i> |  |
|---|------------------------|--|------------------------|--|------------------------|--|
| <b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b><br>(maximum: 5)              |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |
| <b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b><br>(maximum: 45) |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>EVALUATOR NAME</i>   |                        |  |                        |  |                        |  |
| <i>REPEAT AS NECESSARY</i>  |                        |  |                        |  |                        |  |
|   | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  | <b>AVERAGE:</b>        |  |
| <b>COST PROPOSAL</b><br>(maximum: 50)                                       | <b>SCORE:</b>          |  | <b>SCORE:</b>          |  | <b>SCORE:</b>          |  |
| <b>TOTAL RESPONSE EVALUATION SCORE:</b><br>(maximum: 100)                   |                        |  |                        |  |                        |  |
| Solicitation Coordinator Signature, Printed Name & Date:                    |                        |  |                        |  |                        |  |

**RFP # 32110-18110 *PRO FORMA* CONTRACT**

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract

### STS White Papers Requirements

In order for a response to be considered complete, as listed in Section 3.1.1., all Respondents must provide White Papers on all audit/logging devices that will be used to meet the cost/usage tracking requirements as mentioned in Section, A.5. Reporting of the *Pro Forma* Contract, RFP Attachment 6.6.

These White Papers must show how the devices support:

- Secure connection from outside the State of Tennessee's network (e.g. for remote administration, software upgrades, usage data collection).
  - User authentication
  - Secure terminal and file transfer sessions
  - Rejection of unauthorized external traffic (firewall)
- Security of the machine and managing this security
  - Detection and neutralization of malware
  - Prevention of unauthorized physical access to internal components (such as I/O ports, hard drives, etc.)
  - Ability to change default administrator login credentials (user id, password)
- Security of data (at rest and in motion)
  - Ability to encrypt persistent storage (hard drives/SSDs)
  - Ability to securely "wipe" persistent storage upon State request, return to vendor, or at device end-of-life
  - Protection of device logs against unauthorized access and tampering (local or remote attacks)
  - Protection of user data (e.g., print images) against unauthorized access and tampering (local or remote attacks)

Respondent should reference RFP Attachment 6.8 for NIST Special Publications 800-80 Standards. All submitted White Papers will be reviewed by STS and returned to the Respondent with clarification questions should any concerns arise prior to any review of other documents submitted. The Respondent will be required to respond to any clarification questions within five (5) business days. If the Respondent is unable to provide acceptable White Paper documentation to STS, then any Technical Proposal and Cost Proposal submitted by Respondent may not be evaluated and the proposal will not be considered.

**Important:** Prior to the Respondent's submittal, Respondent name, logo, and/or any other company identifier **must be removed** from all documentation. These documents will be checked by the Central Procurement Office once received and will be returned if this requirement is not met at which point the Respondent will need to revise and re-submit.

Review Section 2- RFP Schedule of Events for the White Papers submission deadline that is to be submitted to the Solicitation Coordinator identified in RFP Section 1.4.2.1 prior to the response deadline.

**NIST Special Publications 800-80 Standards**

Refer to pdf titled "Attachment 6.8. – NIST Special Publications 800-80 Standards"

<https://csrc.nist.gov/publications/detail/sp/800-55/rev-1/final>

**Information on State of Tennessee's Current Fleet**

Refer to excel titled – "Attachment 6.9. – Information on Current MFD Fleet – State and Local"

---

**RFP #32110-18110 Attachment 6.10.****Workflow Description**

The example scenario below describes a workflow that the State wishes to improve through workflow software solutions. Read the scenario below to answer Technical Response & Evaluation Guide C1.16 and C1.17 **and C2.15 and C2.16.**

---

Desired software solution should be an integrated management platform designed to provide more control over multifunction devices (MFDs) and Scanners. The software solution must reside on a standalone server that communicates via Internet Protocol (IP) to clients or the MFDs or Scanners. The server should be able to use an API or service that securely transmits the desired scanned information into a database.

The software solution should allow users to scan documents using MFDs and Scanners and route them to appropriate folders to be accessed within the department's proprietary application. These folders will reside in a database platform that allows the use of metadata to organize and integrate these documents for easier access and manageability. Currently, users are required to scan the document to their email, open the email, download the file, login to the application, navigate to the appropriate page within the application, upload the document, delete the downloaded document, and delete the scan email. Using the software solution, this could be simplified into creating a coversheet with the proper metadata, logging into the MFD and Scanner using a badge, and then scanning the coversheet and documents. The software solution should intelligently route the file to the proper folder using the metadata on the coversheet (See Figure 1). These automated workflows create more streamlined process by reducing the manual steps required to produce the same results.

Additionally, this software should allow a "single pane of glass" management portal to monitor device usage and provide detailed reports which can be used for auditing purposes to track costs or usage. Currently, users are required to login to each individual MFD or scanner to gather the same data.

The integration of this software solution with the department's document storage project, which uses a SaaS platform, allows for the secure viewing of these documents without the need to download them to the device. In addition, this will be an on premise solution using the State of Tennessee's Data Center to house the server that communicates to the MFDs and Scanners in the department's various locations. All communication will be secured via a standard encrypted communication protocol and the files should reside on the SaaS platform.



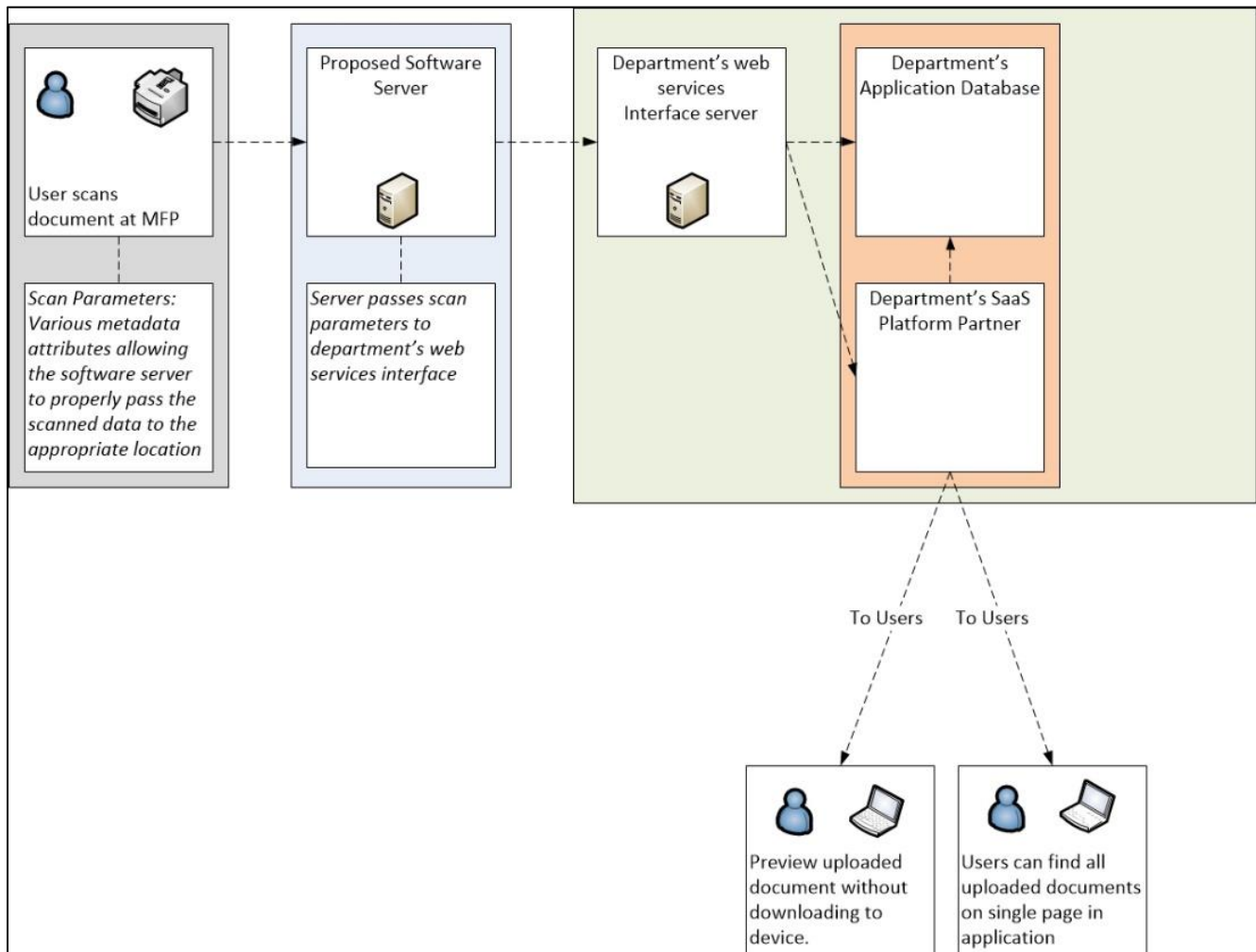


Figure 1 - Proposed data flow for the most common use case.

**RFP # 32110-18110 HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)**

**The HIPPA Business Associate Agreement (BAA) Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract**

## **HIPAA BUSINESS ASSOCIATE AGREEMENT COMPLIANCE WITH PRIVACY AND SECURITY RULES**

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Department of General Services**, (hereinafter "Covered Entity") and **BUSINESS ASSOCIATE NAME** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

### **BACKGROUND**

Parties acknowledges that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

### **LIST OF AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT:**

#### **LIST OF CONTRACTS AFFECTED BY HIPAA REQUIREMENTS OR NOT APPLICABLE**

**Contract Name:**

**Execution Date:**

**SWC 400- Multifunction Devices, Scanners, and Services**

**March 11, 2019**

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

### **DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

- 1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

- 1.5 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.8 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.13 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.14 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.15 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.
- 1.16 "Security Incident" shall have the meaning set out in its definition at 45 C.F.R. § 160.304.
- 1.17 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)**

- 2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity's duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.

- 2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.
- 2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.
- 2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.
- 2.7.1 Business Associate shall provide to Covered Entity notice of a Provisional or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.
- 2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.
- 2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.
- 2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.
- 2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least 30 business days from Covered Entity notice to make an amendment.
- 2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by

Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.
- 2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].
- 2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
  - 2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
  - 2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
  - 2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.
- 2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity
- 2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

### **3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)**

- 3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity.
- 3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.
- 3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

**State of Tennessee, Department of General Services**  
**Jessica Starling, Contract Administrator**  
**Tennessee Towers, 3<sup>rd</sup> Floor**  
**312 Rosa L. Parks Ave.**  
**Nashville, TN 37243**  
Telephone: **615-532-0352**  
Fax: **615-741-0684**

- 3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

---

---

---

---

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

#### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).
- 4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.
- 4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.
- 4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

#### **5. OBLIGATIONS OF COVERED ENTITY**

- 5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity

RFP # 32110-18110

Release 2

62



shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.

- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

## **6. PERMISSIBLE REQUESTS BY COVERED ENTITY**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

## **7. TERM AND TERMINATION**

- 7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.

### **7.2 Termination for Cause.**

- 7.2.1 This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.
- 7.2.2 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - 7.2.2.1 Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or
  - 7.2.2.2 If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.
  - 7.2.2.3 If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

### **7.3 Effect of Termination.**

- 7.3.1 Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible; Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

## 8. MISCELLANEOUS

- 8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.
- 8.2 Indemnity. The Business Associate shall indemnify the Covered Entity and hold it harmless for any claims, losses or other damages arising from or associated with any act or omission of Business Associate under this Agreement. This includes the costs of responding to a breach of the Agreement or the release of PHI contrary to the terms and conditions of this Agreement, the costs of responding to a government enforcement action related to the breach, and any resultant fines, penalties, or damages paid by the Covered Entity.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended, including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- 8.4 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.
- 8.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

**STATE OF TENNESSEE, DEPARTMENT OF  
GENERAL SERVICES  
Jessica Starling, Contract Administrator  
Tennessee Towers, 3rd Floor  
312 Rosa L. Parks Ave.  
Nashville, TN 37243  
Telephone: 615-532-0352  
Fax: 615-741-0684**

BUSINESS ASSOCIATE:

**ENTITY NAME  
NAME AND TITLE  
ADDRESS  
Telephone: NUMBER  
Fax: NUMBER**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement
- 8.8 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
- 8.10 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.
- 8.11 Security Breach. A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

**IN WITNESS WHEREOF,**

**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES:**

---

**NAME AND TITLE**

**Date:**

**BUSINESS ASSOCIATE LEGAL ENTITY NAME:**

---

**NAME AND TITLE**

**Date:**